UNDERGRADUATE TUITION RECIPROCITY AGREEMENT

Northern Kentucky University And Cincinnati State Technical and Community College Southern State Community College University of Cincinnati

This Tuition Reciprocity Agreement is entered into between the Kentucky Council on Postsecondary Education and the Ohio Board of Regents, the Cincinnati State Technical and Community College Board of Trustees, the Northern Kentucky University Board of Regents, the Southern State Community College Board of Trustees, and the University of Cincinnati Board of Trustees, pursuant to provision of Section 3333.17 of the Ohio Revised Code and in compliance with rules and procedures of the aforementioned parties.

I. Purpose

The general purpose of this Tuition Reciprocity Agreement is to expand postsecondary educational opportunities in the greater Cincinnati area while limiting the cost of such expansion to the taxpayers of Ohio and Kentucky through collaboration among public institutions of higher education. The intended outcomes of this collaboration are to increase the availability of programs to residents of the greater Cincinnati area without needless duplication of educational effort and to promote efficient use of existing educational facilities and resources.

II. Terms

1. Duration and Termination

The agreement shall be effective beginning July 1, 2003, through June 30, 2005, and may be renewed prior to June 30, 2005, by mutual consent of all of the parties for a period of two years. As the agreement must coincide with the biennial budgets of the State of Ohio, the next renewal shall be for July 1, 2005, to June 30, 2007.

The agreement may be amended through mutual consent of all parties, providing the amendment is in writing and signed by all parties to the agreement prior to the effective date of the agreement date of the amendment.

a. The parties may amend the agreement in the following manner. Amendments must be presented to each of the parties of this agreement for their consideration. Each party of this agreement will then have sixty (60) days to respond in writing with a decision as to whether they approve/disapprove the proposed amendment to the agreement. The responses will be sent to all parties in the agreement. After sixty (60) days, if all parties approve of the proposed amendment, the agreement will be amended. If all parties do not approve, the agreement will not be amended.

A review of this agreement may occur from time to time at the request of any party hereto, provided all parties to this agreement are served with written notice of such request at least ninety (90) days prior to said review. This agreement may be terminated by any of the participating institutions, the Ohio Board of Regents, or the Kentucky Council on Postsecondary Education on June 30 of any year, with at least ninety (90) days prior written notice to each of the parties to this agreement.

In this section, the word "program" only means an associate degree program and the word "resident" means resident for the purpose of tuition determination as defined by the respective institution.

Majors and/or programs at the University of Cincinnati two-year colleges, Cincinnati State Technical and Community College, and Southern State Community College which are excluded from this agreement are the following two-year programs otherwise offered at Northern Kentucky University:

- (1) Clermont College: Aviation Technology, Human/Social Services Technology, and Criminal Justice Technology
- (2) College of Applied Science: no exclusions
- (3) Raymond Walters College: Radiological Technology
- (4) University College: Social Services Technology and Criminal Justice Technology
- (5) Cincinnati State Technical and Community College: no exclusions
- (6) Southern State Community College: no exclusions

Any program listed above as excluded may, by the joint written consent of the presidents of all four institutions, be included in this agreement.

3. Kentucky Residents' Eligibility for Ohio Baccalaureate Degree Programs

The University of Cincinnati agrees to accept at Ohio resident tuition rates any resident of Boone, Bracken, Campbell, Carroll, Gallatin, Grant, Kenton, and Pendleton Counties of Kentucky who enrolls and who satisfies all regular baccalaureate admissions requirements (including those requirements of the specific program in which admission is being sought) at the University of Cincinnati in the following baccalaureate degree programs: Architecture, Engineering, Honors PLUS (see provision below), and Interior Design.

In conformance with the limitations set forth in the bulleted item below, admission to the Honors PLUS baccalaureate degree program in the College of Business, University of Cincinnati is subject to the following provision: • Reciprocity for the Honors PLUS program at the University of Cincinnati is limited to residents of the eligible Kentucky counties with a cap of fifty (50) students enrolled in courses at any one time.

In this section, the word "program" only means a baccalaureate degree program and the word "resident" means resident for the purpose of tuition determination as defined by the respective institution.

4. Ohio Residents' Eligibility for Kentucky Baccalaureate Degree Programs
Northern Kentucky University agrees to accept at Kentucky resident tuition rates any
resident of Adams, Brown, Butler, Clermont, Clinton, Fayette, Hamilton, Highland,
and Warren Counties of Ohio with an associate degree from the University of
Cincinnati, Cincinnati State Technical and Community College, or from Southern
State Community College, who enrolls and who satisfies all regular transfer
admissions requirements (including those requirements of the specific program in
which admission is sought) in Northern Kentucky University baccalaureate degree
programs not specifically excluded from this agreement.

In this section, the word "program" only means a baccalaureate degree program and the word "resident" means resident for the purpose of tuition determination as defined by the respective institution.

The majors and/or programs at Northern Kentucky University excluded from this agreement are:

- (1) Early Childhood Education
- (2) Criminal Justice
- (3) Environmental Science
- (4) Nursing

Any major/program listed above as excluded may, by the joint written consent of the presidents of all four institutions, be included in this agreement.

- 5. Ohio Residents' Eligibility/Enrollment Limitations for Kentucky Programs
 In conformance with the limitations set forth in the bulleted item below, admission to the Business Administration baccalaureate degree program in the College of Business, Northern Kentucky University is subject to the following provision:
 - Reciprocity for the College of Business, Business Administration program at Northern Kentucky University is limited to residents of the eligible Ohio counties with a cap of fifty (50) students enrolled in courses at any one time.

In this section, the word "program" only means a specific baccalaureate degree program and the word "resident" means resident for the purpose of tuition determination as defined by the respective institution.

6. New Program Eligibility

Any new program may be included in this agreement upon successful completion of the agreements' amendment process, as listed above.

In this section, the word "program" may mean a workshop, a certificate program, an associate degree program, or a baccalaureate degree program.

7. Resident Status

- a. During the period of this agreement, the Ohio Board of Regents will consider residents of Bracken, Boone, Campbell, Carroll, Gallatin, Grant, Kenton, and Pendleton Counties who attend the University of Cincinnati, Cincinnati State Technical and Community College, or Southern State Community College under this agreement as qualifying for Ohio resident tuition rates, and as Ohio residents for the purpose of allocating funds to the University of Cincinnati, Cincinnati State Technical and Community College, and Southern State Community College.
- b. During the period of this agreement, the Kentucky Council on Postsecondary Education will consider residents of Adams, Brown, Butler, Clermont, Clinton, Fayette, Hamilton, Highland, and Warren Counties who attend Northern Kentucky University under this agreement as qualifying for Kentucky resident tuition rates, and as Kentucky residents for the purpose of allocating funds to Northern Kentucky University.

8. Continued Eligibility

Once enrolled as a reciprocity student, each student demonstrating satisfactory academic performance under already existing standards and criteria of their institution, will continue to receive reciprocity tuition benefits, subject to the time limitation below, under this agreement through graduation for the degree in which enrolled, as long as a reciprocity agreement exists. Student participation is subject to the terms and conditions of the reciprocity agreement in effect at the time of initial enrollment, and, in the event of termination, each student will be informed by the enrolling institution of his/her future status and will be permitted, so long as attendance is continuous, to attend at resident tuition rates for a period of three (3) years beyond the termination date of the agreement.

9. Notice, Application and Waiver

The availability of resident tuition rates under this agreement shall be advertised to applicants and/or to students of Cincinnati State Technical and Community College, Southern State Community College, Northern Kentucky University and the University of Cincinnati by any means deemed appropriate by the respective institutions.

All students who want to receive resident tuition rates under this agreement must apply for such rates at the institution where they plan to enroll.

Failure to so apply in the manner required by each institution and in advance of enrollment will constitute a waiver of all rights under the terms of this agreement for the quarter or semester of enrollment and any preceding quarter or semester of enrollment for which no application was made. Each institution will develop a process for applicants to use in order to apply for resident tuition rates under this agreement.

These processes will be written and shared with each institution as well as with the Ohio Board of Regents and the Kentucky Council on Postsecondary Education. The process will also be made available to all potential applicants upon request.

In this section, the word "resident" means resident for the purpose of tuition determination as defined by the respective institution.

10. Annual Report

By June 30 of each year, Cincinnati State Technical and Community College, Northern Kentucky University, Southern State Community College, and the University of Cincinnati agree to provide annual reports on the enrollment and fiscal implications of the agreement to the other respective institutions, the Kentucky Council on Postsecondary Education, and the Ohio Board of Regents. Specific forms for the annual report may be prescribed by the state agencies.

III. Ohio Board of Regents Approval

This agreement is not effective unless and until approved by the State of Ohio Controlling Board pursuant to Section 3333.17 of the Ohio Revised Code.

TUITION RECIPROCITY AGREEMENT SIGNATURE PAGE

STATE AGENCIES

Thomas D. Layzell, President Kentucky Council on Postsecondary Education
Signed:
Date:
Roderick G. W. Chu, Chancellor Ohio Board of Regents
Signed:
Date:

INSTITUTIONS

James C. Votruba, President Northern Kentucky University
Signed:
Date:
Joseph A. Steger, President University of Cincinnati
Signed:
Date:
Ron D. Wright, President Cincinnati State Technical and Community College
Signed:
Date:
Lawrence M. Dukes, President Southern State Community College
Signed:
Date: